

CONTRACTUAL CONDITIONS OF CARRIAGE OF ARRIVA AUTOBUSY a.s.

**for Regular Passenger Transport by Bus
on Route 721341 Brno – Prostějov – Olomouc**

effective from 21 October 2025

www.arriva.cz



These Contractual Conditions of Carriage for Public Scheduled Passenger Transport (hereinafter referred to as the "Conditions") were issued by ARRIVA autobusy a.s., with its registered office at Na Ostrově 177, Chrudim III, 537 01 Chrudim, Company ID No.: 25945408, VAT ID No.: CZ699001947, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 2136, e-mail: info@arriva.cz, tel.: +420 725 100 725 (hereinafter referred to as the "Carrier"), pursuant to Section 18 of Act No. 111/1994 Coll., on Road Transport, as amended, and in accordance with Decree No. 175/2000 Coll. of the Ministry of Transport and Communications on the Transport Rules for Public Rail and Road Passenger Transport (hereinafter referred to as the "Transport Rules").

Article 1: GENERAL PROVISIONS

These Contractual Conditions of Carriage regulate the conditions for the transport of passengers, luggage, live animals, the contract of carriage, and the rights and obligations of passengers and the Carrier on the Arriva Express route 721341 Brno – Prostějov – Olomouc.

Article 2: BASIC TERMS

1. Public scheduled road passenger transport is the Carrier's activity consisting of the regular transport of passengers, luggage, goods, and live animals by vehicles used in public scheduled transport.
2. A contract of carriage is a contractual legal relationship between the Carrier and the passenger, the content of which is in particular:
 - the Carrier's obligation to transport the passenger from the boarding stop to the destination stop by services specified in the timetable properly and on time, and
 - the passenger's obligation to pay the fare according to the Tariff of ARRIVA autobusy a.s. for the transport of passengers and luggage in public domestic scheduled road passenger transport on the Arriva Express route 721341 Brno – Prostějov – Olomouc (hereinafter also referred to as the "Tariff") and to comply with these Conditions
3. Luggage means an easily portable item which, considering its dimensions and weight, can be easily placed in the vehicle or loaded into the luggage compartment and which, by its nature, cannot damage or soil passengers or the vehicle.
4. Regular passenger transport means transport according to a publicly announced timetable, Tariff, and these Conditions.
5. An authorized person means the driver or another Carrier employee authorized to issue instructions and orders to passengers in order to ensure their safety, the safety and smooth operation of transport, and the safety of other passengers.
6. Fare means the price for transport agreed according to the Tariff.
7. A travel document means a ticket with a seat reservation entitling the passenger to travel from the boarding stop to the destination stop stated on the ticket (hereinafter referred to as the "ticket").

Article 3: CONCLUSION AND PERFORMANCE OF THE CONTRACT OF CARRIAGE

1. The contract of carriage is concluded if:
 - a) the passenger exercises their right to transport arising from the ticket by boarding the vehicle;
 - b) the Carrier allows the passenger to board without a ticket in a vehicle where tickets are sold and the passenger pays the fare immediately after boarding; or
 - c) the passenger purchases a ticket.
2. By concluding the contract of carriage, the passenger undertakes to comply with the Transport Rules, these Conditions, and the Tariff.
3. During the entire transport, including the moment of leaving the vehicle, the passenger must possess a valid ticket and present it upon request to an authorized person.
4. The contract of carriage is fulfilled by the Carrier by duly providing transport within the agreed scope according to the contract of carriage, or also if the passenger is lawfully excluded from transport during the journey by an authorized person.

Article 4: TICKETS AND THEIR USE

1. A ticket entitles the holder to travel from the boarding stop to the destination stop specified on the ticket.
2. When purchasing a ticket on the bus, the passenger shall pay the fare according to the Tariff immediately after boarding to the driver. Payment may be made in cash or cashlessly using electronic means allowing immediate payment. Immediately after payment, the driver shall issue the passenger a ticket containing the data required by these Conditions.

If the passenger requests a discounted ticket, they must present, without being asked, a document entitling them to the discount (e.g. ID card, disability card, student card). Upon receiving the ticket, the passenger shall immediately verify that it has been issued according to their requirements. If the ticket does not correspond to the requested details, the passenger is entitled to refuse it. Later complaints will not be considered.

3. Tickets may also be purchased before boarding:

- at the Carrier's ticket office,
- through the online interface operated on the website shop.arriva.cz and in the mobile application ("ARRIVA e-shop"),
- or from another contractual seller of the Carrier.

The passenger must present themselves for boarding no later than the scheduled departure time according to the timetable. Otherwise, the passenger loses the right to transport and the reserved seat without compensation.

The passenger must present the ticket when boarding the vehicle. No refund shall be provided for unused or partially unused tickets unless otherwise stated in these Conditions (Article 10).

4. Only contractually authorized partners of the Carrier are entitled to sell tickets.

5. Online sales of tickets on contractual partners' platforms are governed by the contractual terms and conditions of the relevant partner. Complaints regarding payments may be submitted to the partner from whom the ticket was purchased.

6. Ticket particulars:

- a) Carrier's business name
- b) ticket type,
- c) fare amount or discount amount,
- d) date and time of sale,
- e) validity information,
- f) route and service number,
- g) boarding and destination stop,
- h) seat number,
- i) numerical code in the case of tickets purchased through the e-shop or at a ticket office.

7. Tickets may exist in the following forms:

- a) electronically printed or handwritten paper tickets on ARRIVA forms;
- b) paper tickets printed from a PDF file onto white A4 paper in original size to preserve QR code readability;
- c) tickets displayed clearly on the screen/display of the passenger's portable electronic device as a QR code or PDF file containing a QR code.

The QR code must be stored electronically so that it can be immediately displayed upon boarding and at any time during transport without depending on internet connectivity. The passenger is responsible for the functionality of the device. If the device is not functional (e.g. due to a discharged battery), the passenger must pay the fare according to the tariff applicable for ticket purchases on board.

8. During the performance of the contract of carriage, the passenger must allow an authorized Carrier employee to inspect the ticket using the Carrier's electronic scanning device, repeatedly if requested.

9. Together with the ticket, the passenger must present any discount card upon request when boarding and at any time during transport.

10. A ticket is invalid if:

- a) the passenger failed to comply with the conditions of use set by the Tariff or these Conditions;
- b) mandatory data are missing or illegible;
- c) it has been crossed out, altered, or erased;
- d) it is not an original;
- e) it is used without a valid discount entitlement card;
- f) it is damaged so that inspection data are unreadable;

- g) the data do not correspond to reality or were altered without authorization;
 - h) it is used by an unauthorized person;
 - i) the ticket has not been validated by the ticketing device;
 - j) the passenger interrupts the journey.
11. An authorized person is entitled to confiscate an invalid ticket and confirm the confiscation to the passenger in writing.
 12. In cases where a ticket or discount card is invalid, the passenger is considered a passenger without a valid ticket or entitlement card and must pay a new fare or the fare difference corresponding to the proven entitlement, if permitted by the Carrier.

Article 5: CONDITIONS FOR BOARDING VEHICLES, TRANSPORT, AND ALIGHTING FROM VEHICLES

1. The passenger is obliged to board at the boarding stop specified on the ticket.
2. Boarding the vehicle, provided that the vehicle is not fully occupied (occupancy is determined by the authorized person), is permitted only through the front door.
3. Due to vehicle occupancy, the authorized person may decide to give priority boarding to holders of tickets purchased before boarding the vehicle, including via the reservation system.
4. Due to vehicle occupancy, an organized group of persons may not necessarily be transported together on the requested service. Remaining group members for whom no seats are available shall be directed by the authorized person to the next available service.
5. Children under 6 years of age may only be transported when accompanied by a person older than 10 years of age. The passenger is obliged to ensure the safety of children.
6. A passenger holding a valid ticket may occupy only one available seat in the vehicle. If a passenger wishes to occupy an additional seat, they must purchase an additional ticket at the full (standard) fare for that seat and present it to the driver upon boarding, while also informing the driver that the seat is already occupied.
7. Passengers with reduced mobility and orientation have priority rights to seats designated and marked for such persons in the vehicle. Their entitlement must be proven by a relevant card (TP, ZTP, ZTP/P). Any other passenger occupying such a seat without entitlement must vacate it.
8. A passenger using a wheelchair may be transported provided that the technical design of the vehicle, vehicle occupancy, and transport safety permit such transport and that the passenger arranges assistance when boarding and alighting. The wheelchair shall be transported separately in the vehicle's luggage compartment.
9. The passenger is obliged to alight at the destination stop specified on the ticket.

Article 6: TRANSPORT OF LUGGAGE AND LIVE ANIMALS

1. Luggage is transported together with the passenger under their supervision as hand luggage or accompanying luggage, or separately from the passenger as checked luggage:

a) Hand luggage

Hand luggage consists of easily portable items carried by the passenger and which may be placed under or above the passenger's seat in the vehicle. Responsibility for safe handling and supervision of such luggage lies with the passenger.

This includes luggage:

- not exceeding dimensions of 30 × 40 × 60 cm,
- cylindrical items not exceeding 150 cm in length and 10 cm in diameter,
- flat items not exceeding 80 × 100 cm,
- or luggage not exceeding 25 kg in weight.

Valuable items such as money, jewelry, precious metals, keys, glasses, electronic devices (laptops, tablets, mobile phones, cameras, etc.), contact lenses, and important documents (diplomas, certificates, passports, driving licences, securities, etc.) as well as fragile items must be transported as hand luggage and remain under the passenger's supervision.

If passengers place valuables in checked or accompanying luggage, they do so solely at their own risk without any claims against the Carrier, except in cases of intentional misconduct or gross negligence by the Carrier.

b) Accompanying luggage

Accompanying luggage means luggage exceeding the dimensions of hand luggage and requiring placement in a specially designated area in the passenger compartment. Responsibility for safe handling and supervision remains with the passenger.

c) Checked luggage

Checked luggage means luggage transported in the separate luggage compartment of the vehicle (including prams and sports equipment).

A passenger may transport a maximum of two pieces of luggage with a total weight not exceeding 30 kg.

Passengers are obliged to label checked luggage placed in the luggage compartment with their name and address in order to prevent confusion or exchange.

Passengers are responsible for loading and unloading checked luggage and must comply with the driver's instructions. Assistance from the driver shall only be provided upon request from passengers with reduced mobility and orientation.

Passengers must exercise care when loading and unloading luggage to avoid damage to other passengers' luggage.

Only luggage in travel bags or protective covers (suitcases, bags, backpacks, travel sacks, etc.) that cannot damage other luggage may be loaded into the luggage compartment. Exceptions apply to folded prams and mobility aids for disabled passengers.

The requirement to use protective covers also applies to sports equipment and children's transport devices specified in Article 6(3).

If a passenger fails to comply with luggage transport rules and causes damage to another passenger's luggage, they shall be liable for such damage. If the passenger causes damage to their own luggage by breaching these rules, the Carrier bears no responsibility.

Passengers may not transport luggage in the luggage compartment if the value of the luggage and its contents exceeds CZK 3,000. The Carrier bears no liability for damage, loss, or theft above this amount.

Passengers are obliged to notify the driver when placing luggage into the luggage compartment.

d) Accompanying luggage and checked luggage are accepted for transport only until the capacity of designated luggage spaces has been exhausted.

e) Charges for the transport of hand luggage, accompanying luggage, and checked luggage are determined by the Tariff of ARRIVA autobusy a.s..

2. Passengers are not permitted to bring into the vehicle or transport area:

- a) items prohibited by generally binding legal regulations;
- b) dangerous substances or items capable of causing explosions, fire, damage to the vehicle, injury, poisoning, burns, or illness to people or animals;
- c) improperly or insufficiently packed items that could damage or soil passengers or the vehicle;
- d) items whose odor or other characteristics may inconvenience passengers;
- e) loaded firearms (except firearms carried by military or police personnel under special regulations);
- f) construction materials, household equipment, furniture, or car parts;
- g) items exceeding dimensions of 50 × 60 × 80 cm, cylindrical items longer than 250 cm or exceeding 25 cm in diameter, or flat items larger than 100 × 150 cm, even if only one dimension exceeds the limit.

Exceptions apply to prams and mobility aids for disabled passengers. Transport of bulky items is subject to current vehicle occupancy. The final decision rests with the authorized person.

3. Transport of sports equipment and personal transport devices:

- a) Sports equipment (snowboards, sledges, skis with poles, skateboards) may be transported only in protective covers and only in the luggage compartment.
- b) Children's balance bikes, tricycles, scooters, and children's bicycles in folded condition may also be transported only in protective covers and only in the luggage compartment.
- c) Electric scooters, e-bikes, electric unicycles, two-wheelers, adult tricycles, scooters, Segways, and electric wheelchairs may not be transported in the luggage compartment.
- d) Bicycles may not be transported in the luggage compartment unless the authorized person decides otherwise based on vehicle occupancy and passenger safety.

4. Transport of live animals:

Live animals are not transported on the Arriva Express route 721341 Brno – Prostějov – Olomouc.

Exceptions apply to:

- guide dogs accompanying blind persons,
- assistance dogs accompanying persons with disabilities,
- service dogs of security forces, armed forces, military intelligence, and municipal police while performing official duties.

Such dogs may not be excluded from transport nor may their transport be refused.

5. Transport of prams:

Due to the vehicle design, prams may only be transported empty and folded in the luggage compartment. Passengers are obliged to ensure the safety of children.

Child safety seats are not available in the vehicles.

Article 7: RELATIONS BETWEEN THE CARRIER AND THE PASSENGER

1. The Carrier is particularly obliged to:

- a) provide transport according to the timetable;
- b) provide information about timetables, these Conditions, and the Tariff at locations intended for contact with passengers and at points of sale. All available forms of communication shall be used according to the scope of operations — oral, printed, electronic, or via public media.

Specifically, these Conditions, the Tariff, fare price list, and valid timetables for the Arriva Express route 721341 Brno – Prostějov – Olomouc are available upon request from the driver in every vehicle operated by ARRIVA autobusy a.s., at the Carrier's information centres, and at the Carrier's headquarters dispatch centre with continuous service. They are also published on the Carrier's website;

- c) ensure order, cleanliness, safety, and adequate temperature in vehicles during winter periods..

2. The authorized person is entitled to:

- a) issue instructions and orders to passengers to ensure their safety, smooth transport operations, and the safety of other passengers;
- b) refuse or exclude from transport luggage or animals if they obstruct safe and comfortable transport or endanger health, or if transport conditions do not permit their carriage, especially due to vehicle occupancy;
- c) refuse transport to children under 6 years of age not accompanied by a person older than 10 years.

3. The authorized person may exclude from transport:

- a) a passenger who, upon request, fails to present a valid ticket and fails to pay the fare;
- b) a passenger under the influence of alcohol or other intoxicating substances, or whose clothing, footwear, or behaviour (e.g. disorderly conduct or damage to the vehicle) may inconvenience fellow passengers;
- c) provided that such exclusion does not endanger the passenger's safety or health.

4. The passenger is particularly obliged to:

- a) comply with the Transport Rules, these Conditions, and the Tariff;
- b) follow instructions and orders issued by the authorized person;
- c) board the vehicle with a valid ticket or purchase one immediately after boarding;
- d) present a valid ticket upon request;
- e) occupy the seat assigned by the seat reservation;
- f) wear a seatbelt while seated if the seat is equipped with one;
- g) board and alight only at stations or stops and only when the vehicle is stationary;
- h) if the vehicle stops for operational reasons outside a stop or at a stop where it is not scheduled to stop, passengers may board or alight only with the consent of the authorized person;
- i) board only through the front door;

- j) preferably use payment denominations reasonably corresponding to the fare amount; the driver may refuse banknotes exceeding CZK 500;
 - k) verify the correctness of ticket details immediately after purchase or validation and report defects immediately; later complaints shall not be considered.
5. Passengers are prohibited from:
- a) talking to the driver while the vehicle is in motion;
 - b) travelling while standing;
 - c) moving around the vehicle while in motion;
 - d) opening vehicle doors while in motion or damaging the vehicle;
 - e) throwing items from the vehicle, allowing objects to protrude from the vehicle, or leaning out;
 - f) boarding a vehicle declared full by the authorized person;
 - g) obstructing boarding, passage, or alighting;
 - h) smoking in the vehicle or in non-smoking passenger areas;
 - i) behaving noisily, using audiovisual equipment loudly, or disturbing other passengers through inappropriate behaviour;
 - j) soiling other passengers, the vehicle, or passenger facilities;
 - k) boarding or travelling on roller skates, scooters, skateboards, etc.;
 - l) moving around the vehicle with backpacks or luggage on their backs;
 - m) standing, kneeling, or lying on seats, or transporting animals on seats;
 - n) bringing food or beverages into the vehicle that may soil passengers or the vehicle (e.g. ice cream).

Article 8: RIGHTS AND OBLIGATIONS ARISING FROM PERFORMANCE OF THE CONTRACT

1. Unless otherwise specified in these Conditions, passenger rights arising from the contract of carriage must be exercised without undue delay, no later than 6 months from the day the journey commenced or should have commenced.
2. Rights arising from the contract of carriage may only be exercised by a person presenting the original ticket and confirmation from the Carrier regarding the circumstance giving rise to such rights.
3. Passenger rights under this Article may be exercised via the ARRIVA customer centre by phone at +420 725 100 725 or by e-mail at info@arriva.cz.
4. A passenger lawfully excluded from transport by an authorized person is not entitled to a fare refund.
5. A passenger who soils or damages the vehicle is obliged to pay the costs associated with remedying the damage caused.
6. A passenger who was not transported on time is not entitled to compensation for damages.
7. In the event of luggage loss, the passenger is entitled to compensation for the proven value of the lost luggage, up to a maximum of CZK 3,000.

Liability is excluded in cases of luggage loss unrelated to a bus accident, as well as in cases of luggage exchange or theft, except where caused intentionally or through gross negligence by the Carrier.

In the event of damage to checked luggage, the entitled person has the right to compensation corresponding to the damage incurred, up to the same maximum amount applicable in cases of loss.

8. The Carrier is not liable for damage to transported checked luggage if:
 - a) the passenger cannot prove entitlement using a valid luggage transport document;
 - b) the packaging was unsuitable for the transported item;
 - c) the passenger submitted luggage exceeding the permitted value;
 - d) circumstances beyond the Carrier's control occurred, such as natural disasters or actions of third parties.

Article 9: FARE REFUNDS DUE TO REASONS ON THE PART OF THE CARRIER

1. A passenger in public road passenger transport is entitled to a fare refund if transport is not provided due to reasons attributable to the Carrier.
2. A passenger is entitled, if due to delay caused by the Carrier:
 - a connecting service under one contract of carriage is missed, or
 - the commenced journey is not completed,to:
 - a) continued transport to the destination station by the nearest suitable service operated by the Carrier; or
 - b) free transport back to the boarding station by the nearest suitable service operated by the Carrier; in this case, a passenger holding a single-journey ticket is also entitled to a fare refund; or
 - c) a refund for the untravelling portion of the route if the passenger abandons further travel and the Carrier confirms this fact.
3. A passenger is entitled to a fare refund if the intended service departing from the passenger's boarding station is delayed by 60 minutes or more and the passenger consequently abandons the journey.
4. The right to a fare refund under this Article may be exercised via the ARRIVA customer centre by phone at +420 725 100 725 or by e-mail at info@arriva.cz.

Article 10: FARE REFUNDS DUE TO REASONS ON THE PART OF THE PASSENGER

1. If a passenger holding a valid single-journey ticket does not commence the journey for reasons on their side, they may return the unused ticket no later than 15 minutes before the scheduled departure time from the boarding station and claim a refund reduced by the deduction specified in paragraph 5 of this Article, rounded up arithmetically to whole Czech crowns.

Tickets purchased at ticket offices may only be returned during the opening hours of the relevant ticket office.
2. A ticket may only be returned in its entirety, including all supplementary services (transport of animals, bicycles, luggage) and for all passengers.
3. Tickets purchased at the Carrier's ticket office or at a contractual partner's ticket office may only be returned at the office where they were purchased.

Tickets purchased at an ARRIVA railway station ticket office may be returned at any ARRIVA railway station ticket office.

A list of ticket offices and opening hours is available on the Carrier's website. Refunds shall be paid either in cash or by bank transfer according to the seller's capabilities.
4. Tickets purchased online through contractual partners may only be returned through the same contractual partner. Refund procedures are governed by the contractual terms and conditions of that partner.
5. Deduction amounts are:
 - a) 0% of the ticket price for tickets purchased through the ARRIVA e-shop if the refund is credited to the passenger's ARRIVA credit account;
 - b) 0% of the ticket price for tickets purchased at a ticket office if a new advance-purchase ticket for another Carrier service is purchased simultaneously;
 - c) 10% of the ticket price, but at least CZK 10, in all other cases. If the ticket price is lower than CZK 10, the deduction equals the full ticket price.
6. No entitlement to a refund arises if explicitly stated in the offer at the time of purchase or on the ticket itself.
7. Only the passenger presenting the original ticket or otherwise proving entitlement may claim rights arising from the contract of carriage and receive a fare refund.

For non-transferable tickets, only the passenger whose identification details appear on the entitlement card and whose card number is stated on the ticket is considered entitled.

Article 11: OUT-OF-COURT DISPUTE RESOLUTION

1. In the event of a consumer dispute arising between the Carrier and a passenger acting as a consumer under the contract of carriage, which cannot be resolved amicably, the passenger may submit a proposal for out-of-court dispute resolution to the designated authority for alternative dispute resolution:

Czech Trade Inspection Authority
Central Inspectorate – ADR Department
Gorazdova 1969/24
120 00 Prague 2
e-mail: adr@coi.gov.cz

ADR Czech Trade Inspection Authority

Article 12: FINAL PROVISIONS

1. Where these Conditions do not specify certain provisions of the Transport Rules, the provisions of Decree No. 175/2000 Coll. of the Ministry of Transport and Communications on the Transport Rules for Public Rail and Road Passenger Transport shall apply.
2. The Carrier may revoke, amend, or supplement these Conditions. Amendments become effective upon publication on www.arriva.cz
3. These Conditions enter into force on 21 October 2025.

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